

Tender No. 02/NDMCSCCL/Manpower/2016 Dated : 08/12/2016

**New Delhi Municipal Council Smart City Limited (NDMCSCCL)
Palika Kendra, Sansad Marg, New Delhi**

TENDER NOTICE

Name of Work: Invitation of bids (two bid system) for hiring Eleven numbers of Technical Manpower through Placement Agency, of Data Analyst (01), Senior Programmers (02), Assistant Programmers (04) and IT Assistants (04) for NDMC Smart City Limited (NDMCSCCL), a subsidiary of New Delhi Municipal Council (NDMC).

Quotations (two bid system) are invited from suitable placement agency for providing the services of 11 (Eleven) IT manpower on contract basis for a period of **Three (03) years** as per details given at **ANNEXURE – I**.

2. The tenderer will fill up the technical information in the **ANNEXURE-II** and submit the information along with the Demand Draft (in original) drawn in favour of **Secretary, NDMC of Rs. 2,00,000/- (Rupees Two lacks only)** towards Earnest Money Deposit (EMD), from any schedule bank, in an envelope super scribed on top with **“TECHNICAL BID- For Hiring of Technical Manpower for NDMCSCL”**. The second envelope shall contain the commercial bid as given in **Annexure-III** and super scribed with **“COMMERCIAL BID- for Hiring of Technical Manpower for NDMCSCL”**.

Both the envelopes shall be placed in a big envelope superscribed **“Bid for hiring Technical Manpower for NDMCSCL”**, to be sealed and address of the bidder properly written and is to be dropped in the **“EMD Box”** kept during the period from **8.12.2016 to 23.12.2016 upto 3.00 P.M.** for submission of bids, at o/o **Director (Project), NDMC, 7008, 7th Floor, Palika Kendra, Sansad Marg, New Delhi**. The Tender shall be opened by the Tender Opening Committee (TOC) during office hours **on dated 23-12-2016 at 4.00 P.M.** in Room No. 7008, Palika Kendra.

3. All the necessary documents are required to be submitted as per Terms & Conditions mentioned in **ANNEXURE – A** of this Tender Notice. Any shortcoming in this regard may render the bid of the concerned bidder ineligible for consideration, without any further reference to the concerned bidder.

4. All the documents, required in support of eligibility criteria must be duly signed and submitted along with the bid documents. The bidders are advised, in their own interest, to submit required/ requisite papers/ documents and samples with their respective bids as per the specifications indicated in **ANNEXURE- A, I & II**, failing which their bids may be treated as cancelled without any further reference to them, as already mentioned above.

5. The NDMC reserves the right to cancel the tender at any time/stage or relax/ amend/ withdraw any of the terms and conditions without giving any reason whatsoever. No enquiry, after submission of the quotation, shall be entertained. In case of withdrawal of bid, the EMD will stand forfeited.

6. The Terms & Conditions of this tendering process are given in **ANNEXURE – A**. Technical bids are to be furnished as per the format given in **ANNEXURE – II**. Financial bids are required to be submitted as per the format given in **ANNEXURE – III**. It is to be noted that Financial Bid/quotation should be given in **ANNEX-III** in sealed envelop.

7. Complete tender documents may be downloaded from the website of NDMC (i.e www.ndmc.gov.in) with effect from the date of publication of the tender notice upto the last date of bid submission time but same to be submitted on or before the last date of bid submission. Further, any information or any issuance of corrigendum related to this tender will be available only on the website mentioned above.

Sd/-

Director (Project)

The general terms and conditions are as under:-

- (i) The invitation is open to all registered manpower agencies/ placement agencies having proper registration with the statutory authorities including ESIC/ EPF Commissioner for supply of manpower.
- (ii) Agencies should be in a position to provide services of employees for performing IT related work in NDMC.
- (iii) The quotation/ tenderer should quote monthly rates for 8 hrs. of duty on five day weekly basis and the rates chargeable for performing additional hours of duty beyond 8 hours per day and Saturday/ Sunday shall be on prorata basis.
- (iv) The personnel whose services are placed should be willing to perform duties on shift basis including night shifts.
- (v) The agency should have a valid license for providing such services under the Contract Labour (R&A) Act, 1971 and the rules made thereunder.
- (vi) The Agency should be in a position to supply the personnel within 15 days from the date of placing of the order by NDMCSCL.
- (vii) The contract shall be in force for THREE (03) year and can be renewed further depending upon the performance of the firm. The NDMC shall have the right to terminate contract by giving one month notice without assigning any reason, whatsoever.
- (viii) The agency shall not engage the services of any sub-contractor or transfer the contract to any other person.
- (ix) The tenderer will be bound by the details furnished by him/ her to the NDMC/NDMCSCL, while submitting the tender or at subsequent stage. In case, any of such documents, furnished by him/ her is found to be false at

any stage, it would be deemed to be breach of terms of contract making him/ her liable for legal action besides termination of the contract.

(x) The Agency shall be solely responsible for any act of commission and/ or omission on the part of the workers deployed.

(xi) The Agency shall try to engage persons belonging to SC/ST/OBC community, to the maximum extent possible.

(xii) It may be ensured that the character and antecedents of the persons engaged is properly verified from Police Authority before deployment.

(xiii) It may also be ensured that the persons engaged will observe office discipline and decorum and may not misbehave with any official/ officer.

(xiv) The selected agency shall immediately provide a substitute in the event of any person remaining absenting himself from the job due to his/ her personal or other reasons.

(xv) NDMC/NDMCSCCL reserves the right to assess the technical capabilities of the supplied manpower by the agency, in case NDMC/NDMCSCCL find the supplied manpower not suitable for the job the agency shall replace the same as per requirement.

(xvi) The selected agency shall be solely responsible for complying with all statutory requirements and obligations, especially, but not limited, to those relating to employment of labour, service conditions of labour, payment of minimum wages, mode of payment, employees state insurance, payment of bonus and provident contribution, etc.

(xvii) The payment shall be on monthly basis and shall be made within 15 days on submission of bills after completion of all formalities. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of agency will be liable to be forfeited besides annulment of the contract.

(xviii) The award of the contract will be subject to the fulfillment of the conditions laid down in Rule 157, 158 and 160 of GFR, 2005, as amended from time to time.

(xix) Any dispute arising out of the contract will be settled within the jurisdiction of Delhi Courts.

(xx) The persons engaged will maintain complete secrecy of official information which they gather as a result of their work.

(xxi) The selected agency shall provide an undertaking to be made that full payment as per Minimum Wage Act has been made to the personnel so engaged and EPF/ ESI as applicable has been deducted and deposited every month along with the bill.

(xxii) The successful bidder is required to sign the Integrity Pact.

(ANNEXURE-V)

(xxiii) Service provider will pay the wages (as indicated in his/ her offer) to the Data Analyst, Senior Programmers, Assistant Programmers and IT Assistants through individual bank accounts opened at any Bank in Delhi/ NCR. Any default in this regard shall be sole responsibility of the agency.

(xxiv) The rates quoted should include minimum wages plus all statutory payments such as EPF, service tax showing the individual components. The administrative and service charges to be charged by the service provider to be quoted separately. The total of all the charges so quoted shall be basis for selection of L-1 bidder.

(xxv) Whenever minimum wage is revised by the Government of NCT of Delhi, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the administrative and service charges unchanged.

(xxvi) For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Labour Legislation in respect of Data Analyst, Senior Programmers, Assistant Programmers and IT

Assistants so employed in the NDMC/NDMCSCCL. The persons deployed by the agency in the NDMC/NDMCSCCL shall not have any claim of Master and Servant relationship nor have any principal and agent relationship with or against the NDMC/NDMCSCCL. They shall in no case be entitled for claiming regularization/ employment in the NDMC on the basis of having rendered services through the contractor. The agency has to engage the required manpower on their own and NDMC will not be involved in the matter in any manner.

(xxvii) The successful tenderer will have to submit Performance Security equivalent to 10% of the amount payable per annum. The performance security will be in the form of Bank Guarantee/ Fixed Deposit Receipts drawn in favour of Secretary, NDMC, New Delhi. The validity of the Bank Guarantee/ Fixed Deposit Receipts shall be upto 60 days after the expiry of the period of contracts. Format of Performance Bank guarantee at **{ANNEXURE-IV}**.

(xxviii) The bid submitted shall be valid for 120 days from last date of bid submission.

XXXXXX

Annexure – I
Qualification and Experience of the Technical Manpower

(A) Qualification and Experience for Data Analyst:-

Number of personnel required – **1 (One)**

- A. Graduate in Engineering/MCA with specialization in Data Analysis.
- B. 5 years experience in Data Analysis with a reputed firm.

(B) Qualification and experience for the services of Senior Programmer

Number of personnel required – **2 (Two)**

- (i) Master's Degree in Computer Application/ Computer Science or M.Tech (with specialization in Computer Application) or BE/B.Tech in Computer Engg./Computer Science/ Computer Technology of a recognized university or equivalent.
- (ii) Four years experience of Electronic Data Processing work including experience of actual programming

OR

- (i) Master's Degree in Computer Application/Computer Science or Degree in Electronics/ Electronics and Communication Engg. from a recognized university or equivalent.
- (ii) Five years experience in Electronic Data Processing out of which, atleast two years experience should be in actual programming.

OR

- (i) Master's Degree of a recognized University or equivalent or Degree in Engg. of a recognized University or equivalent.
- (ii) Six years experience of Electronic Data Processing, out of which atleast three years experience should be in actual programming.

OR

- (i) 'A' Level Diploma under DOEACC Programme or Post Graduate Diploma in Computer Application offered under University Programme/Post Polytechnic Diploma in Computer Application awarded by State Council of Technical Education or equivalent.

(ii) Six years experience of Electronic Data Processing work, out of which atleast three years experience should be in actual programming.

C) Qualification and experience for the services of Assistant Programmer.

Number of personnel required – **4 (Four)**

(i) Master's Degree in Computer Application/Computer Science or M.Tech (with specialization in computer applications) or BE/B.Tech in computer Engineering/ computer science/ Computer Technology of a recognized University or equivalent.

OR

(i) Degree in Computer Application/Computer Science or Degree in Electronics and Communication Engineering from a recognized University or equivalent.

(ii) 2 years experience in Electronics Data Processing work including experience of actual programming

OR

(i) Masters Degree of a recognized University or equivalent or degree in Engineering of a recognized University or equivalent.

(ii) 3 years experience in Electronics Data Processing work including experience of actual programming.

OR

(i) 'A' Level Diploma under DOEACC programme of Post Graduate Diploma in Computer Application offered under University Programme/Post Polytechnic Diploma in Computer Application awarded by State Council of Technical Education or equivalent.

(ii) 3 years experience in Electronics Data Processing work including experience of actual programming.

(D) Qualifications and experience for the services of IT Assistant

Number of personnel required – **4 (Four)**

A. Degree of recognized university or equivalent.

OR

B. Diploma in Computer Engg. of three years duration from a recognized institution with 1 year experience of electronic data processing.

OR

C. Degree in Computer Engg. from a recognized institution/university and should possess a speed of not less than 8000 key depressions per hour for data entry work.

TECHNICAL BID

Technical Bid should indicate the following information along with the self-attested photocopies of these documents:-

- (i) Profile of the company/ agencies;
- (ii) Certificate of incorporation of the company;
- (iii) Registration for manpower supply;
- (iv) PF Registration;
- (v) ESI Registration;
- (vi) PAN Number;
- (vii) Service Tax Registration Number;
- (viii) List of the organisation to which manpower is being supplied by the bidder;
- (ix) Any other relevant information.
- (x) Annual turnover during last three financial years ending on 31-3-2016 for supply of manpower to various agencies.
- (xi) Certificate to the effect that the agency is not blacklisted by any government agency or PSU.
- (xii) Signed copy of integrity pact as per the format supplied.

**Name and Signature of the authorized person of the firm
along with seal**

Note:- The agencies who submit the above documents shall only be eligible for opening of financial bid. The lowest price bid (L1 bidder) shall be considered for the award of work. Failing to submit document/information shall render the firm as disqualified.

FINANCIAL BID/PRICE-BID/QUOTATION FORMAT

To

**Director (Projects)
NDMC, Palika Kendra, Sansad Marg
New Delhi – 110 001.**

**Subject: Quotation for award of contract for providing manpower in the
NDMC for a period of (03) extendable as per requirement.**

Sir,

With reference to your letter No. dated on the subject mentioned above, I/ We quote the per person per month rates for above mentioned work as under :-

S.No	Component of Rate (01)	Data Analyst (02)	Senior Programmers (03)	Assistant Programmers (04)	IT Assistants (Data Entry Operators) (05)	Total amount of engagement of manpower (Including Administrative Charges) (06)
		Amount in Rs. Per person/ per month multiplied by 01	Amount in Rs. Per person/ per month multiplied by 02	Amount in Rs. Per person/ per month multiplied by 04	Amount in Rs. Per person/ per month multiplied by 04	Amount in Rs. Per person/ per month (Col 2+3+4+5)
1.	Daily wage Rate including existing Dearness Allowance (In accordance with Minimum Wage Act, 1948)					
2.	Employees State Insurance @ % of 1 (if applicable)					
3.	Employees Provident Fund					
4.	Service Tax Liability @ % of					
5.	Any other liability/					

	charges (Pl. indicate)					
6.	Contractors Admn./ Service Charge					
7.	Total (Col. 2 to 6)					Grand Total X

The total supply cost of 11 personnel as per **(Col. 2 to 6- Equals to Grand Total X)** shall be consideration for L1 bidder.

The Administrative charges included in Grand total X above are-Rupees-----
(Bidder to mention the figures of administrative charges included in quotation)

I/ We accept all the terms and conditions of your letter referred to above. The above rates are firm and final valid for three (03) year.

Yours faithfully,

**Name and Signature of the authorized person of the firm
along with seal**

ANNEXURE-IV

BANK GUARANTEE FORMAT
(On Rs. 100/- non- judicial stamp paper)

1. In consideration of the New Delhi Municipal Council(NDMC) Palika Kendra, Sansad Marg, New Delhi – 110001, (hereinafter called ‘the council’) having agreed to exempt **M/s Firm name with address** (hereinafter called the said ‘Contractor(s)’) from the demand, under the terms and conditions of work order No. _____ Dated _____ made between New Delhi Municipal Council **and M/s Firm name** for the **Name of work** (hereinafter called ‘the said Agreement’) of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as ‘the bank’) at the request of **M/s Firm name**, Contractor(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by Council.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
3. We undertake to pay to the Council any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Council under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly

carried out by the said Contractor(s) and accordingly discharges this guarantee, or till 5 year & 6 months from the date of submission of bid whichever is earlier.

- 5.** We, Bank name with address, further agree with the Council that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time ant of the powers exercisable by the Council against the said Contractor(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Suppliers or for any forbearance, act or omission on the part of the Council or any indulgence be the Council to the said Contractor(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6.** This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s).
- 7.** We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the Council in writing.
- 8.** This Guarantee shall be valid up to _____ unless extended on demand to be made by the Council. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ Only) and unless a claim in writing is lodged with us with in six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated the _____ day of _____ 200__

For _____

(Indicate name of Bank)

INTEGRITY PACT AGREEMENT FORMAT: -

As per CVC guidelines every bidder has to submit the attached signed integrity pact format with technical bid, without signed integrity pact the bid will be rejected. This signed format would be part of agreement and successful bidder will be bound to sign the integrity pact agreement again in Rs. 100/- non judicial stamp paper. (As per given annexure 'A')

PRE-CONTRACT INTEGRITY PACT Annexure 'A' General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____20...., between on one hand the New Delhi Municipal Council (NDMC)/NDMCSCCL acting through Shri _____, The Employee of NDMC/NDMCSCCL (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure (Name of work the Store/ Equipment/Item) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

and

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Principal/Owner

- 1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor (s).
 - 1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
 - 3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
 - 3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
 - 3.5 **Deleted**

- 3.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
- 3.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
- 3.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an

officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/ Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

4. Previous Transgression

a.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.

a.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

b) Deleted

c) Sanctions for Violations

i. Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/ Owner to take all or any one of the following actions, wherever required: -

ii. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.

iii. To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable

to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).

- iv. To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- v. To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- vi. In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- vii. Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the

- i.** To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- ii.** The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is

signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.

- iii.** To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
- iv.** To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v.** Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

d) Fall Clause: Deleted

e) Independent External Monitors

- e.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.
- e.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- e.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- e.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- e.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) confidentiality.
- e.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.
- e.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

f) Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

g) Law and Place of Jurisdiction

h) Other Legal Actions

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

i) Validity

i.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

i.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

j) The parties hereby sign this Integrity Pact at _____ on _____

Principal/Owner

Bidder(s)/Contractor(s)

Chief Executive Officer

Name of the Officer,

Designation

New Delhi Municipal Council Smart City Limited (NDMCSCCL)

Witness

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

